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AGREEMENT
BETWEEN
THE CITY OF ALBUQUERQUE
AND
LOCAL 3022 AFSCME, COUNCIL 18, AFL-CIO

Effective November 17, 2001 through June 30, 2003

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3 1. **Authority:** This Agreement has been made and entered into by and between
4 the City of Albuquerque (hereinafter "Employer") and Local 3022, City of
5 Albuquerque M-Series Employees, of the American Federation of State,
6 County and Municipal Employees, Council 18, AFL-CIO (hereinafter "Union")
7 pursuant to the City of Albuquerque Labor-Management Relations Ordinance.

8
9 2. **Preamble:** The Union and Employer recognize the mission, goals and
10 obligations of the City of Albuquerque as a provider of services to the citizens
11 of the City through its employees. The parties further recognize that it is in the
12 best interest of the parties, the employees and the public that all dealings
13 between the parties continue to be characterized by mutual responsibility and
14 respect. This Agreement shall provide terms and conditions of employment
15 for employees covered herein and a procedure to resolve grievances.

16
17 3. **Agreement Control:** This Agreement has been negotiated in accordance
18 and compliance with the Employer's Labor-Management Relations Ordinance
19 and the laws of the State of New Mexico. If there is any conflict between the
20 Agreement and the Labor-Management Relations Ordinance, the Ordinance
21 shall control. If there is any conflict between this Agreement and the
22 Employer's Merit system Ordinance, department standard operating
23 procedures, policies or Personnel Rules and Regulations, this Agreement
24 shall control.

25
26 4. **Recognition:** The Employer recognizes the Union as the sole and exclusive
27 representative in all matters establishing and pertaining to wages, hours and
28 other terms and conditions of employment for all employees in the stipulated
29 bargaining unit. The parties agree to the inclusion of eligible part-time M-
30 Series employees in the Union's bargaining unit.

31
32 5. **Accretion**

33
34 5.1. The Union agrees that it will not seek any additions or accretions to the
35 Stipulated Bargaining Unit before February 1, 2002, except upon request
36 of M-Series employees who are not presently included in the Stipulated
37 Bargaining Unit.

38
39 5.2. The parties agree that, in the event that any M-Series employees not
40 presently included in the Stipulated Bargaining Unit request to be
41 included in the Stipulated Bargaining Unit prior to February 1, 2002, and
42 in the event that the Union desires to add other M-Series job titles or
43 employees to the Stipulated Bargaining Unit after February 1, 2002, the
44 parties will proceed as follows. The parties will first meet and attempt to
45 reach agreement on whether the job titles or employees sought by the
46 Union are eligible for inclusion in the bargaining unit under the City of

1 Albuquerque Labor-Management Relations Ordinance. If the parties
2 agree that any such employees or job titles are eligible for inclusion in the
3 bargaining unit, those employees agreed upon shall be added into the
4 Stipulated Bargaining Unit by further stipulation of the parties. At this time,
5 the Employer shall identify positions or employees who should be
6 excluded from the unit under the City of Albuquerque's Labor-
7 Management Relations Ordinance. If the parties cannot reach agreement,
8 the Union or the Employer may submit the question of whether any such
9 employees or job titles are eligible for inclusion in the bargaining unit
10 under the City of Albuquerque Labor-Management Relations Ordinance
11 to the City of Albuquerque Labor Management Relations Board for
12 determination. The determination(s) of the Labor-Management Relations
13 Board will be final, with neither side appealing such determination(s)
14 further. Both parties shall advise the Labor-Management Relations Board
15 that it is their mutual desire, intention and agreement that any job titles or
16 employees resolved by the Labor-Management Relations Board in favor
17 of the Union or the Employer will be added to or deleted from the
18 Stipulated Bargaining Unit.

19 20 6. Union Rights

21
22 6.1. Neither party shall interfere with the internal operations of the other party.
23 Employee conversations related to the Union or politics that do not
24 interfere with employee productivity and performance shall not be
25 prohibited.

26
27 6.2. The Union shall have the right to elect or appoint Union representatives
28 and stewards in accordance with the Union's internal constitution and
29 policies. Union representatives and stewards are recognized as Union
30 leaders at worksites. Union representatives and stewards shall have
31 reasonable access to the premises of the Employer after giving
32 appropriate notice. Such visitations shall be for the purpose of
33 administering this Agreement. Union representatives or stewards may
34 request meetings as needed to prevent, clarify or resolve a problem.
35 Union representatives and/or stewards may only meet with employees
36 during the employee's work time if the meeting is approved in advance by
37 the employee's supervisor.

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40 6.3. Employees who are appointed to the Union's negotiating team shall be
41 granted leave with pay to participate in the negotiation process in
42 accordance with the Merit System Ordinance and Administrative
43 Instruction 7-24.
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1 6.4. A Union member may be granted a leave without pay for up to one (1)
2 year. Conducting Union business shall not be a reason for denying a
3 request for leave without pay. The employee shall be allowed to maintain
4 benefits during leave without pay status and shall be responsible for full
5 contributory benefits when in unpaid status for more than one (1) full pay
6 period. The Employer shall return and employ the member who has taken
7 leave without pay to the same or equivalent position, status and pay
8 including any anniversary increases or general wage increases paid to
9 employees of the bargaining unit during the Union member's leave. It will
10 be the responsibility of the Union member to contact the Human
11 Resources Department Insurance and Benefits office manager to make
12 proper arrangements.

13 6.5. Union Access and Communication

14
15 6.5.1. The Employer shall provide the Union with an Employer bulletin
16 board dedicated exclusively for Union use at each worksite to post
17 Union approved material. The Union steward at the worksite and the
18 worksite supervisor will jointly designate the space provided. The
19 posted literature shall not include politically partisan material or any
20 content that is personally derogatory.
21

22
23 6.5.2. Properly labeled outside and inter-departmental mail addressed to
24 employees and Union representatives shall be treated as confidential
25 and shall not be opened by office personnel. Mail sent from the
26 Employer's Human Resources or Employee Relations departments or
27 their successors shall not be opened by office personnel.
28

29
30 6.5.3. The Union shall be permitted to meet new employees at each new
31 employee orientation meeting attended by bargaining unit employees.
32 The Union may meet with the employees before and after the
33 orientation and during any break scheduled by the Employer.
34

35 6.6. Bargaining Unit Information

36
37 6.6.1. The Employer shall provide the Union at least once every three (3)
38 months one (1) computer diskette or compact disc containing the
39 following information:

40 6.6.1.1. Names of bargaining unit employees;

41 6.6.1.2. Organizational code for each name and a key for each
42 organizational code;

43 6.6.1.3. Date of hire for each employee;

44 6.6.1.4. M Series grade for each bargaining unit employee

45 6.6.1.5. Current hourly rate for each employee;
46

1 6.6.1.6. FLSA status for each employee, and

2 6.6.1.7. The number of employees enrolled in the Employer's group
3 insurance programs.

4 6.6.2. The Union shall return the diskette or compact disc to the Employer
5 after its use.

6
7 6.6.3. The Employer's department representatives shall assist the Union
8 with the identification of current employee worksites. The assistance
9 shall be provided upon requests from designated Union
10 representatives.

11
12 6.6.4. The information provided shall be kept confidential and shall be
13 used for the purpose of administering the Agreement.
14

15 6.7. Payroll Deduction

16
17 6.7.1. Upon receipt of a signed authorized membership dues deduction
18 card, the Employer shall deduct membership dues levied by the
19 Union in accordance with the Union's constitution and by-laws. The
20 Union shall designate in writing to the Employer's Central Payroll
21 Office Manager the amount of the deduction. If the amount changes,
22 the change shall be communicated in writing by the Union to the
23 Employer. All deductions, including new deductions or changes in the
24 amounts of the deductions, shall begin the first full pay period after
25 the Employer receives the written notice of change. Deductions shall
26 be made each bi-weekly pay period unless terminated in accordance
27 with the provisions set forth herein.
28

29
30 6.7.2. The Employer's DFAS Central Payroll Office shall forward to the
31 Union all dues withheld pursuant to valid authorization cards. The
32 Union shall inform the Central Payroll office manager in writing where
33 the dues should be sent. The transmission of the dues by the
34 Employer to the Union shall take place no later than the end of the
35 following pay period. The transmission shall include a roster of the
36 employees for whom the deductions have been made.

37
38 6.7.3. An employee may authorize payroll deduction amounts in excess of
39 the dues levied by the Union. The employee shall sign a separate
40 authorization form in order to initiate this deduction.

41
42 6.7.4. An employee may terminate dues deduction by submitting a written
43 request for termination of the deduction during the first week of July
44 to the Union President. The President shall forward the termination
45 request to the DFAS Central Payroll Office within one (1) week after
46 receipt of the termination notice. The deduction shall terminate the

1 first full pay period after the Employer receives the termination
2 request.

3
4 6.7.5. The Employer shall terminate an employee's dues deduction if the
5 employee leaves the bargaining unit for any reason. The deduction
6 shall terminate the first full pay period after the employee leaves the
7 bargaining unit. The Union shall receive notice of the termination on
8 reports submitted by the Employer to the Union as required by this
9 Agreement.

10
11 6.7.6. The Union shall indemnify, defend and save the Employer harmless
12 against any and all claims, demands, suits or other forms of liability
13 that shall arise out of or as a result of any conduct taken by the
14 Employer for the purpose of complying with this section.

15 16 6.8. Fair Share

17
18 6.8.1. The Employer shall, for the duration of this Agreement, deduct from
19 any employee's pay for each pay period of each month Union dues
20 provided the employee submits an authorization thereof. The
21 deductions shall be made and transmitted to the Union in the manner
22 set forth under Article 6.7.2 of this Agreement.

23
24 6.8.2. Payment of an agency fee by non-union bargaining unit employees
25 has been authorized by Resolution of the Albuquerque City Council.
26 The Resolution requires an adequate showing by the Union that at
27 least 50% of the employees in the bargaining unit are members in
28 good standing with the Union at the time the agency fee is
29 implemented and the threshold percentage is maintained while the
30 agency fee is in place.

31
32 6.8.3. The Resolution further requires that any agency fee provision
33 negotiated pursuant to the Resolution comply with all state and
34 federal legal requirements.

35
36
37 6.8.4. The parties agree to implement an agency fee for non-union
38 employees subject to the provisions set forth in paragraphs 2 and 3
39 above and the following additional conditions:

40
41 6.8.4.1. The Union shall retain an independent auditor to audit its
42 receipts and expenditures on an annual basis.

43
44 6.8.4.2. The Union will publish the results of the audit, including an
45 adequate explanation of the agency fee, to bargaining unit
46 employees.

1 6.8.4.3. Bargaining unit employees shall have thirty (30) days to file a
2 challenge to the apportionment of the agency fee.

3 6.8.4.4. An impartial decision maker shall hear any challenge.
4

5 6.8.4.5. The amount of the agency fee shall only include costs
6 permitted under applicable federal and state case law. The
7 determination of these costs shall be made from the most
8 recently available audited financial reports cited in paragraph (a)
9 above. If a court of competent jurisdiction rules that certain costs
10 included in the agency fee are prohibited from inclusion or that
11 the Resolution's limitations legally prohibit the inclusion of certain
12 costs, the agency fee amount shall be modified accordingly.
13

14 6.8.4.6. Under no circumstances shall non-union employees be
15 required to contribute towards the Union's social, political or
16 charitable activities; nor shall any non-union employee be
17 subject to any retaliation for refusal to contribute to such
18 activities.
19

20 6.8.4.7. The Union has the burden of proving before the impartial
21 decision maker that its costs were properly apportioned to the
22 agency fee.
23

24 6.8.4.8. Any portion of the agency fee that is specifically challenged
25 shall be held in escrow until resolution of the challenge.
26

27 6.8.4.9. The Union shall indemnify and hold harmless, including
28 payment of attorney fees and costs for counsel chosen by
29 agreement of the parties, for any claim or challenge to this article
30 or the imposition of an agency fee.
31

32 6.8.4.10. Once the appropriate amount of the agency fee for the most
33 recent twelve (12) month audit has been determined, the
34 Employer agrees to deduct that amount from the pay of non-
35 union employees for the twelve (12) months subsequent to the
36 determination.
37

38 6.8.4.11. The Employer shall make the agency fee payment
39 deductions for employees in the bargaining unit who do not
40 submit an authorization form for Union dues deduction or pay the
41 Union dues by another method identified by the Union.
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1 6.8.4.12. The Employer shall make employee payroll deductions for
2 agency fee payments upon notification to the non-dues-paying
3 employee of the amount and reason for such payment.

4 6.8.4.13. All money deducted from wages for agency fee payments
5 shall be remitted to the Union after the payday covering the pay
6 period of deduction in the same manner as dues are remitted
7 under Article 6.7.2. If any employee has insufficient earnings for
8 the pay period, no agency fee payroll deduction will be made for
9 that employee for that pay period.

10 6.8.4.14. If, as a result of litigation, changes to this Article become
11 necessary, the parties will meet to negotiate the issues.

12
13 7. **Employer's Rights:** The Employer retains all rights not expressly curtailed by
14 this Agreement and as set forth in Section 3-2-5 of the Employer's Labor-
15 Management Relations Ordinance (Am. Ord. 4-1977).

16
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18 8. **Union-Employer Committee**

19
20 8.1. A Union-Employer Committee (UEC) shall be established. The UEC shall
21 be composed of two (2) employees appointed by the Union and two (2)
22 employees appointed by the Employer. The UEC shall normally meet
23 during the employee workday on a monthly basis.

24
25 8.2. The parties agree to include in the meetings additional persons as the
26 need for their attendance arises.

27
28 8.3. The UEC shall address the implementation of this Agreement and any
29 other issue of concern to either party. The parties shall prepare and
30 exchange agenda items at least three (3) work days in advance of the
31 meeting, unless mutually agreed otherwise.

32
33 8.4. The parties shall investigate and study the possible use of "interest-
34 based" consensus building strategies for use within the UEC and may
35 agree to schedule trainings on this approach with a mutually selected
36 trainer. Nothing in this Agreement shall bind either party to employing an
37 interest-based approach on any topic. This process will not delay the
38 implementation of the UEC activities set forth in paragraph 8.3 herein.

39
40 8.5. The UEC shall not be permitted or empowered to negotiate any provision
41 that amends this Agreement or any provision that violates this
42 Agreement.

1 **9. Disciplinary Action**

2
3 9.1. The Employer may discipline employees by written reprimand,
4 suspension, demotion or dismissal for just cause.

5
6 9.2. Before discipline is imposed, an employee shall be notified of the
7 reasons for which the discipline is contemplated, a summary of the
8 evidence against the employee and the employee's right to respond to
9 the proposed action. After providing the employee with the notice of
10 contemplated action and before the employee makes any written or oral
11 response, the supervisor contemplating the discipline shall request review
12 by the Employer's Employee Mediation Program Coordinator of the
13 circumstances on which the contemplated action is based in an effort to
14 avoid the discipline. Mediation shall occur if it is deemed appropriate by
15 the parties. The mediation shall be conducted in accordance with the
16 Employer's Rules and Regulations. After this review or if the mediation is
17 unsuccessful, the supervisor may continue the contemplated disciplinary
18 procedure by giving the employee the right to respond to the notice of
19 contemplated action.

20
21 9.3. An employee shall have the right to Union representation at an
22 investigative meeting that may result in contemplated disciplinary action.
23 An employee shall have the right to Union representation in responding to
24 a notice of contemplated disciplinary action. An employee shall be entitled
25 to be represented by a Union representative throughout the proceedings
26 related to disciplinary action of the employee to advocate for the
27 employee.

28
29 9.4. Suspensions shall not exceed ninety (90) calendar days for any offense.
30 The Employer's Chief Administrative Officer (CAO) or designee or
31 department director has the option, on a suspension of five (5) days or
32 less, to prohibit the employee from attending the work place or to allow
33 the employee to work through a suspension with pay. Fair Labor
34 Standards Act employees may not be suspended for less than one (1)
35 workweek except as permitted by the Fair Labor Standards Act.
36 Disciplinary actions, with the exception of dismissals, may be held in
37 abeyance for no more than six (6) months. The CAO or designee, a
38 department director or acting director may impose any discipline. A
39 division manager may issue a reprimand and suspend an employee for
40 five (5) days or less after informing the department director. An
41 employee's immediate supervisor may issue a reprimand after informing
42 the division manager or department director.

1 9.5. All disciplinary actions shall be recorded in the employee's personnel file.
2 Disciplinary actions held in abeyance will not be forwarded to the
3 personnel file until the disciplinary action is served. A written reprimand
4 placed in an employee's personnel file shall not be used as evidence in a
5 subsequent disciplinary proceeding if the reprimand was issued more
6 than four (4) years prior to the subsequent disciplinary proceeding and
7 the employee has not received any discipline during the interim four (4)
8 year period.

9
10 9.6. Subject to existing law, disciplinary proceedings, including written
11 reprimands and case materials, shall normally be kept confidential. This
12 provision shall not be interpreted in a manner that prevents a department
13 director or designee from reviewing the material for legitimate business
14 reasons.

15
16 9.7. Generally, discipline shall be progressive. This standard, however, shall
17 not be interpreted in any manner that prevents the Employer from
18 imposing an appropriate penalty on an employee whose offense is
19 egregious enough to warrant the discipline without progressive discipline.

20
21 9.8. Disciplines may be appealed in the following manner:

22
23 9.8.1. A written reprimand or a suspension without pay of five (5) days or
24 less may be appealed through Step 2 (Grievance Resolution
25 Committee) of this Agreement's Grievance Procedure.

26 9.8.2. A suspension without pay in excess of five (5) days may be
27 appealed to the City's Personnel Board.

28 9.8.3. A demotion or dismissal may be submitted to Step 3 (binding
29 arbitration) of this Agreement's Grievance procedure.
30
31

32 10. Grievance Procedure

33
34 10.1. This grievance procedure shall provide a means for reconciling
35 complaints concerning disciplinary actions and alleged violations of this
36 Agreement. The purpose of this procedure is to promote harmonious
37 relations among employees, the Union and the Employer, to encourage
38 the settlement of discipline and Agreement disagreements informally at
39 the employee-supervisor level, to resolve grievances as quickly as
40 possible and to discourage the filing of unfounded grievances.

41
42 10.2. A "grievance" shall be defined as any alleged violation of this
43 Agreement including violations of the corrective/disciplinary action article.
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- 1 10.3. The time limits set forth in this procedure shall be considered
2 maximum time limits. If the Employer does not respond to a grievance or
3 a grievance appeal within the time limits set forth herein, the grievance
4 shall be considered automatically appealed to the next step. If an
5 employee does not file a grievance or appeal a grievance resolution in a
6 timely manner, the grievance shall be considered null and void. Time
7 limits may only be waived or suspended by the parties through a written
8 agreement of the parties.
- 9
10 10.4. An employee may be accompanied by a Union representative at
11 any step of this procedure.
- 12
13 10.5. An employee may file a grievance without the intervention of the
14 Union, provided it is subject to the following limitations:
- 15 10.5.1. The grievance adjustment is consistent with the terms of this
16 Agreement.
- 17
18 10.5.2. At any hearing or meeting on a grievance brought by an
19 employee without the intervention of the Union, the Union shall be
20 afforded the opportunity to be present and make its views known.
- 21
22 10.5.3. An individual employee may not invoke the arbitration
23 procedure of this Agreement.
- 24
25 10.6. If a grievance affects two (2) or more employees, the grievance
26 may be filed by the Union on behalf of the employees.
- 27
28 10.7. Neither the grievant nor any participant in this grievance procedure
29 shall suffer any retaliation, discrimination, restraint, coercion or reprisal as
30 a result of filing a grievance or participating in the procedure.
- 31
32 10.8. A grievance must be filed in writing no later than ten (10) working
33 days after the grievant knew or reasonably should have known of the
34 event or action that precipitated the grievance. If the grievance is not filed
35 within this time period, the grievance shall be considered null and void.
- 36
37 10.9. An employee who believes a grievance may exist shall attempt to
38 resolve the matter by discussing the issue(s) with the employee's
39 immediate supervisor prior to filing a written grievance.
- 40
41 10.10. The filing of a grievance, or the intent to file, does not relieve any
42 employee of the employee's responsibility to perform any and all of the
43 employee's assigned duties promptly, efficiently and completely. This
44 shall not apply to an employee's refusal to perform a job duty in the
45

1 presence of an imminent threat of physical harm or death due to an
2 unsafe working condition.

3 4 10.11. Grievance Steps

5
6 10.11.1. At any time during the processing of a grievance, an
7 employee and supervisor may attempt to mediate the dispute. The
8 agreement to mediate shall be executed in writing. Time limits will be
9 *suspended during the mediation process unless the parties agree*
10 otherwise. Any agreement reached by the parties during mediation
11 shall be reduced to writing and signed by the parties. The mediation
12 shall be conducted in accordance with the Employer's Rules and
13 Regulations.

14
15 10.11.2. STEP ONE: To initiate a grievance, the employee shall
16 submit the grievance in writing to the employee's department director
17 no later than ten (10) working days after the employee knew or
18 reasonably should have known of the incident or action that
19 precipitated the grievance. The grievance shall include the
20 employee's name, job title and work site, the provision(s) of the
21 Agreement alleged to have been violated, a description of the
22 grievance, the relief requested and the signature of the grievant. No
23 later than ten (10) working days after receiving the written grievance,
24 the department director shall submit a written response to the
25 employee and the employee's Union representative, if any.

26
27 10.11.3. STEP TWO: If the employee is not satisfied with the
28 department director's written disposition of the grievance, the
29 employee may appeal the disposition by filing a written appeal to the
30 Employer's Chief Administrative Officer (CAO) if the grievance
31 contests a suspension of five (5) days or less or to the Employer's
32 Employee Relations Director if the grievance alleges a violation of a
33 contract provision(s) other than a disciplinary action no later than ten
34 (10) days after receiving the department director's written disposition.
35 If the department director does not submit the director's written
36 disposition in a timely manner, the grievance shall automatically be
37 appealed to Step 2.

38
39 10.11.3.1. No later than ten (10) working days after the CAO or the
40 Employee Relations Director receives the written appeal, the
41 Grievance Resolution Committee shall convene a meeting to
42 hear the grievance if the grievance relates to a disciplinary
43 suspension of five (5) days or less. If the grievance relates to a
44 contractual matter other than a disciplinary suspension of five (5)
45 days or less, the Employee Relations Director shall convene the
46 meeting. The employee, the employee's department director and

1 the employee's and director's representatives, if any, shall attend
2 the meeting.

3
4 10.11.3.2. The Grievance Resolution Committee identified in 9.11.3.1.
5 above shall be composed in accordance with procedures
6 established by the Employer. The grievance meeting shall also
7 be conducted in accordance with these procedures.

8
9 10.11.3.3. No later than ten (10) working days after the grievance
10 meeting is closed, the Grievance Resolution Committee shall
11 submit a written recommended resolution of the disciplinary
12 grievance to the CAO for consideration. A copy will be sent to
13 the employee, the employee's Union representative, if any, and
14 the department director. No later than ten (10) days after
15 receiving the written recommendation, the CAO shall submit a
16 written decision to the employee, the employee's Union
17 representative, if any, the department director and the Employee
18 Relations Director stating whether the CAO agrees with the
19 proposed resolution, modifies the proposed resolution or rejects
20 the proposed resolution. If the grievance is heard by the
21 Employee Relations Director, the Employee Relations Director
22 shall submit a written resolution of the grievance to the
23 employee, the employee's Union representative, if any, and the
24 department director no later than ten (10) working days after the
25 grievance meeting is closed.

26
27 10.11.4. STEP THREE:

28
29 10.11.4.1. If the Union and the employee are not satisfied with the
30 Employee Relations Director's written disposition or if the
31 Employee Relations Director does not submit the written
32 disposition in a timely manner, the Union may appeal the
33 grievance to the Employer's Labor-Management Relations Board
34 by submitting a written appeal to the Board. The parties shall
35 interpret the Labor-Management Relations Ordinance's thirty
36 (30) day appeal time period to commence on the day the Union
37 received or should have received a copy of the Employee
38 Relations Director's written disposition.

39
40 10.11.4.2. The Labor-Management Board shall schedule and convene
41 a hearing on the grievance in accordance with the Employer's
42 Labor-Management Relations Ordinance and the Board's Rules
43 and Procedures.
44
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1 10.11.4.3. Complaints concerning suspensions in excess of five (5)
2 days shall not be subject to this procedure. Demotions or
3 dismissals shall not be subject to this procedure. Suspensions in
4 excess of five (5) days shall be processed by the Employer's
5 Personnel Board in accordance with the Employer's Merit
6 Ordinance and Personnel Board Rules and Procedures.

7 10.11.4.4. The Labor-Management Board's decision may be appealed
8 by either party in accordance with the Labor-Management
9 Relations Ordinance's procedures.

10 10.11.5. STEP THREE (For demotions and terminations):

11 10.11.5.1. If the Union is not satisfied with the CAO's written disposition
12 regarding a demotion or termination, the grievance may be
13 submitted to final and binding arbitration by the Union but not by
14 the individual grievant within fifteen (15) working days after
15 receipt of the written response by the CAO.

16 10.11.5.2. Within fifteen (15) days of the written demand for arbitration,
17 the Union shall make a request for a panel of seven (7)
18 arbitrators from the Federal Mediation and Conciliation Service
19 (FMCS) unless the parties by such time agree upon an arbitrator.

20 10.11.5.3. Within fifteen (15) working days after receipt of a list of
21 arbitrators, the parties shall confer to select the arbitrator. The
22 selection shall be made by the Union and Employer alternately
23 eliminating names. The last name remaining shall be the
24 arbitrator. The parties shall flip a coin to determine who shall
25 strike the first name. If either party fails or refuses to strike a
26 name from the list, the other party may request that the FMCS
27 unilaterally appoint an arbitrator to hear the matter. Once an
28 arbitrator is either selected by the parties or appointed by the
29 FMCS, the arbitrator shall have full jurisdiction.

30 10.11.5.4. The decision of the arbitrator shall be based upon the facts
31 established by the testimony and documents presented in the
32 case. The arbitrator shall have no power to add to, subtract from,
33 alter or modify any of the terms of this Agreement, but may give
34 appropriate interpretation or application to such terms and apply
35 appropriate relief. The arbitrator shall not have authority to make
36 an award which includes a fine or other punitive damages or an
37 award of attorney's fees. Each party shall pay one-half (1/2) of
38 the arbitrator's fees and expenses. The arbitrator's decision shall
39 be final and binding upon the parties subject to the laws of the
40 State of New Mexico. In arbitrations challenging a disciplinary
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1 action, the Employer shall have the initial burden of proof. If the
2 arbitrator orders reinstatement of the employee, the arbitrator's
3 back pay award shall be limited to pay and benefits for time lost
4 less any compensation the employee earned after the
5 termination.
6

7
8 **11. Work Week:** An FLSA non-exempt employee shall have a workweek of forty
9 (40) hours per week, eight (8) hours or ten (10) hours per day. Although a
10 FLSA exempt employee may have a regularly scheduled forty (40) hour
11 workweek, a FLSA exempt employee shall not have any entitlement to
12 additional compensation or paid leave other than those set forth in this
13 Agreement. An employee's daily work shift shall not be split into two (2) or
14 more segments.
15

16 **12. Flex Time**

17
18 12.1.1. An employee may submit a request for a flex work schedule to the
19 employee's immediate supervisor. The request shall be in writing and
20 shall indicate the schedule requested.
21

22 12.1.2. The request shall be subject to approval by the employee's
23 immediate supervisor. The immediate supervisor's decision to approve
24 or deny the request shall be based on the business needs of the
25 operations as well as the employee's needs. If multiple employees within
26 the same work unit request flex-time schedules, the criteria set forth
27 herein shall be used by the immediate supervisor to determine whether
28 or not to approve any or all of the requests. Where all other factors are
29 equal, the determining factor shall be class seniority within the work unit
30 or within division where sections do not exist.
31

32 12.1.3. The immediate supervisor shall respond to flex-time schedule
33 requests with an explanation in a timely manner.
34

35 12.1.4. Flex schedules for employees who are eligible for overtime pay
36 shall not exceed forty (40) hours during a workweek.
37

38 12.1.5. Flex-time schedules in existence at the time this Agreement is
39 executed shall be considered in accordance with the provisions set forth
40 herein.
41

42 **13. Light Duty/Modified Work assignments**

43
44 13.1. Light duty/modified work assignments are provided for employees
45 who have suffered on-the-job injuries or illness.

1 13.2. If an employee suffers a work-related injury or illness and the
2 Employee Health Clinic determines that the employee is unable to
3 perform all of the essential functions of the employee's job due to the
4 employee's work-related injury or illness, the employee shall participate in
5 the light duty/modified work program as directed by the Risk Management
6 and Human Resources Directors or designees.

7
8 13.3. Any modified work assignments will comply with applicable federal,
9 state and local laws and regulations, including, but not limited to, the
10 Americans with Disabilities Act, the Family and Medical Leave Act and
11 the State of New Mexico Workers' Compensation Act.

12
13 13.4. An employee who returns to work on light duty assignment shall be
14 paid no less than the employee's last salary. An employee who returns to
15 work on modified work assignment will be paid in accordance with the
16 range of the new position.

17 18 14. Overtime

19
20 14.1. As a condition of employment, employees may be required to work
21 overtime. Overtime work for City employees is generally discouraged;
22 however when overtime is required for non-exempt employees,
23 compensation must be in accordance with the Fair Labor Standards Act
24 (FLSA) and this Agreement. Paid time will be considered hours worked
25 for purposes of calculating overtime.

26
27 14.2. A non-exempt employee shall not work more than the regularly
28 scheduled forty (40) hour workweek without prior approval of the
29 department director or immediate supervisor as designated by the
30 director. Working overtime without prior approval is considered just
31 cause for disciplinary action up to and including termination.

32
33 14.3. Overtime payment may be in the form of cash or compensatory
34 time, which is limited to a maximum accrual of sixty (60) hours. All
35 accrued compensatory time must be utilized within 180 days of accrual. If
36 not used the balance shall be paid to the employee on the next regularly
37 scheduled payroll.

38
39 14.4. Each section, or division where sections do not exist, shall maintain
40 a class seniority list in descending order where the most senior non-
41 exempt employee is listed first.

42
43 14.5. If overtime is required in a division or section, the division manager
44 or section head shall schedule overtime to non-exempt employees on the
45 basis of seniority unless the division manager or section head determines
46 in good faith that the overtime assignment requires specific job

1 skills/license/experience that warrant the assignment of an employee who
2 may not be most senior. Qualified non-exempt employees shall be offered
3 overtime work on a rotational basis from the seniority list. The first non-
4 exempt employee on the list shall be the first to be offered overtime. If
5 any non-exempt employee declines the overtime, the subsequent non-
6 exempt employee on the list shall be offered the overtime until all non-
7 exempt employees on the list have been offered the opportunity to work
8 overtime. If all non-exempt employees on the list decline overtime work,
9 the division manager or section head shall assign overtime on a rotational
10 basis in reverse order of the class seniority list.

11
12 **15. Special License and Certification:** Employees who are required to maintain
13 or renew a license or certification required for their job shall receive per diem
14 and mileage in accordance with Employer travel regulations to attend
15 certification exams unless an Employer vehicle is made available. Should
16 such examination take place during the employee's regular work hours, time
17 required for testing and reasonable travel time to and from the site of the
18 exam shall be considered hours worked.

19
20 **16. Licenses and Certification:** Employees shall be responsible for obtaining
21 licenses and certifications required for their job positions. The Employer shall
22 reimburse employees the fees for renewals and classes required for
23 maintenance of such licenses and certifications. The employee shall be
24 responsible for ensuring that the employee meets all requirements of
25 certification, including pertinent application and training credits. In-house
26 training for employee licenses and certifications required for the employee's
27 job shall be continued during the term of this Agreement in departments
28 where the training currently exists.

29
30 **17. Standby Time:** The Employer's current policies on standby time
31 compensation shall continue in effect for M-Series bargaining unit employees
32 to whom the policies apply.

33 34 **18. Holidays**

35
36 **18.1.** Employees shall be granted ten (10) paid holidays each year. The
37 Chief Administrative Officer shall announce annually the paid holidays for
38 employees. An employee must be in a paid status for the full workday
39 immediately before and full workday immediately after the holiday in order
40 to be paid for the holiday.

41
42 **18.2.** With the written approval of the department director or designee, an
43 employee shall be allowed to take a paid holiday as a floating paid
44 holiday within one (1) calendar year after the holiday.
45
46

1 18.3. If a paid holiday falls on a Saturday or an employee's first day off,
2 the paid holiday will be observed on the previous Friday or the previous
3 workday. If a paid holiday falls on a Sunday or an employee's last day off,
4 the paid holiday will be observed on the last workday or the next workday
5 as determined by the employee's immediate supervisor after consulting
6 with the employee.

7
8 18.4. Employees who are required to work on an observed holiday shall
9 be compensated at the rate of 2 1/2 times their hourly rate including any
10 pay differential.

11 12 19. Employee Records

13
14 19.1. A copy of an employee's performance evaluation or disciplinary
15 action shall be presented to the employee for review and signature prior
16 to being placed in the employee's personnel file.

17
18 19.2. An employee shall be permitted to review the contents of their
19 department and/or Human Resources Department file during normal work
20 hours. Reasonable requests for copies of documents in the file shall be
21 honored and reasonable charges shall be made for the copies.

22
23 19.3. The personnel file maintained in the Human Resources Department
24 (HRD) may be reviewed by hiring supervisors and/or interview panel
25 members.

26
27 19.4. An employee shall have the right to submit written responses to the
28 documents referenced in paragraph (1) above that are placed in the
29 employee's departmental or HRD files. The written responses will be
30 placed in the appropriate file.

31
32 19.5. An employee's HRD file shall be the permanent record of an
33 employee's performance with the Employer.

34
35 19.6. An employee may designate in writing a Union representative or
36 another representative of the employee's choice to examine the
37 employee's file.

38
39 20. **Non-Discrimination:** The provisions of this Agreement shall be applied to all
40 employees in compliance with applicable law and Employer policies that
41 prohibit discrimination related to age, race, creed, religion, national origin,
42 gender, disability sexual orientation, veteran status or other protected classes
43 set forth in the Employer's Labor-Management-Relations Ordinance.
44
45
46

1 **21. Seniority**

2
3 21.1. City seniority shall be the length of continuous uninterrupted service
4 with the Employer. If an employee is re-hired by the Employer after the
5 employee has been separated from the employer due to resignation or
6 termination for more than thirty (30) days, the employee's master file will
7 reflect a re-hire/adjustment hire date for seniority purposes.

8
9 21.2. Class seniority shall be based on the effective date an employee is
10 placed in the employee's current classification. Class seniority shall be
11 broken by reassignment to another classification.

12
13 21.3. Department seniority shall be the length of continuous
14 uninterrupted service an employee has in the employee's current
15 department. Department seniority shall be broken by reassignment to
16 another department.

17
18 21.4. Division seniority shall be the length of continuous uninterrupted
19 service an employee has in the employee's current division. Division
20 seniority shall be broken by reassignment to another section.

21
22 21.5. Section seniority shall the length of continuous uninterrupted
23 service an employee has in the employee's current section. Section
24 seniority shall be broken by reassignment to another section.

25
26 21.6. When two (2) or more employees have the same seniority dates for
27 determining job rights, the tie shall be broken by the affected employees
28 drawing lots.

29
30 22. **Classification/Reorganization:** Prior to revising existing classifications or
31 establishing new classifications, the Employer will notify the Union of its
32 anticipated action and offer the Union the opportunity to provide input and
33 recommendations related to whether or not the affected positions shall be
34 included in the Union's bargaining unit. Either party may bring this issue for
35 discussion in the Union-Employer Committee (UEC) if it deems necessary. In
36 the event of a dispute, either party may take the issue to the Labor Board for
37 resolution.

38
39 23. **Working Outside Classification:** Under normal circumstances, an
40 employee will not be required to perform duties outside the employee's
41 classification as a regular assignment. However, in unusual or extenuating
42 circumstances, an employee may be required to assume responsibilities
43 outside the employee's classification in order to assist employees who are not
44 members of the M-Series bargaining unit.

1 24. **Shift Bidding:** The parties recognize the desirability or feasibility of seniority
2 shift bidding for job classifications with similar or identical responsibilities. The
3 UEC shall determine which classifications shall be offered shift bidding rights.
4

5 25. **Reduction-In-Force/Layoff**

6
7 25.1. "Layoff" shall be defined as the involuntary separation of an
8 employee from Employer service as a result of the abolishment of the
9 position, program elimination or lack of funds.

10
11 25.2. The Chief Administrative Officer (CAO) and the Director of Human
12 Resources, or their designee, shall be responsible for approving all
13 layoffs and offering transfers to employees facing layoff. Prior to the
14 implementation of a layoff or transfers resulting from reductions-in-force
15 (RIF), the CAO, Human Resources Director or their designee shall meet
16 with the Union to discuss the reason(s) for the RIFs, possible alternatives
17 to a layoff, the positions impacted by the RIFs, employees affected,
18 transfer opportunities and employees who will be laid off, if any.

19
20 25.3. Prior to the layoff of a classified non-probationary employee,
21 temporary employees, seasonal employees or students may be
22 terminated.

23
24 25.4. An employee who is laid-off as the result of a RIF shall be provided
25 with at least thirty (30) days written notice prior to the effective date of the
26 layoff.

27
28 25.5. When two (2) or more employees are in the same job code in the
29 same department affected by the layoff, the layoff determination shall be
30 made in the following order:

31
32 25.5.1. The employee with the shortest length of continuous
33 uninterrupted service with the City;

34
35 25.5.2. If this is equal, the employee with the shortest length of
36 continuous uninterrupted service with the department;

37
38 25.5.3. If this is equal, the employee with the shortest length of
39 continuous uninterrupted service in the current job code;

40
41 25.5.4. If this is equal, the affected employees shall draw lots.

42
43 25.5.5. Laid off employees shall have one (1) year recall rights and
44 placement preference in accordance with Article 13.7.2. of this
45 Agreement.

1 25.5.6. Laid off employees shall be returned to active service in
2 reverse order of seniority.

3
4 25.5.6.1. An employee who is returned to the same or different
5 position but at the same grade as previously held will receive the
6 same rate of pay the employee was receiving at the time of the
7 lay-off.

8
9 25.5.6.2. An employee who returns to a different position at a lower
10 grade than that which the employee held at the time of the lay-off
11 will be placed at the same rate of pay or closest highest step of
12 the lower grade not to exceed the maximum of the new grade.

13
14 25.5.6.3. An employee who returns to a position in a different pay plan
15 from that which the employee held at the time of the lay-off will
16 be moved to the same or closest rate of pay within the new pay
17 grade of the new pay plan not to exceed the maximum of the
18 new grade.

19
20 25.5.6.4. An employee on a recall list will be removed from the list and
21 terminated from employment when the one (1) year recall period
22 has ended without the employee being called back to work;
23 when the employee has refused to accept an offer of
24 employment with the Employer in a position in which the
25 employee is qualified and for which the grade is the same or of
26 comparable pay to that of the position held by the employee at
27 the time of the employee's layoff; when the employee accepts
28 another position with the Employer or when the employee
29 voluntarily resigns from employment.

30 31 26. Vacancies

32
33 26.1. Bargaining unit position vacancies shall be posted by the Employer
34 for a minimum of ten (10) working days. The vacancy notice shall include
35 the job code, job title, minimum qualifications, salary range, application
36 instructions and the Employer representative that may be contacted for
37 further information.

38
39 26.2. An employee may apply for any advertised vacancy. Subject to
40 preferences required by law, preference will be given in filling the same or
41 lower grade to employees that meet the minimum qualifications and have
42 the ability to perform the essential job functions with or without
43 accommodation. Placement preference shall be provided in the following
44 order:
45

1 26.2.1. Employees reinstated as a result of administrative board or
2 judicial order;

3 26.2.2. Employees returning from active duty in the military;

4 26.2.3. Employees transferred as the result of Chief Administrative
5 Officer action;

6 26.2.4. Employees returning from a physical layoff;

7 26.2.5. Employees returning from a layoff;

8 26.2.6. Employees notified of layoff, and

9 26.2.7. Employees returning from authorized absence from work
10 without pay.

11 27. Employee Assistance Program

12 27.1. The Employer shall continue to provide a confidential Employee
13 Assistance Program (EAP) staffed with licensed professionals. The EAP
14 service shall offer professional assessment and short-term counseling
15 and referral service to assist employees and their immediate family
16 members. Employees may self-refer when they recognize a need for
17 assistance provided the self-referral does not conflict with the Employer's
18 Substance Abuse policy.

19 27.2. The Employer shall not take adverse action against any employee
20 on the sole basis of the employee's participation in the program.

21 28. Health and Safety

22 28.1. The Employer shall provide safe and healthy working conditions
23 and practices.

24 28.2. The Union-Employer Committee (UEC) shall be authorized to
25 charter a health and safety sub-committee(s) as necessary to address
26 issues of health and safety. The health and safety sub-committee(s) shall
27 meet on the tasks needing to be accomplished. Employee members shall
28 attend on paid status if the meeting(s) are held during the normal
29 workday. All recommendations developed by health and safety sub-
30 committees shall be referred to the UEC in a timely manner.

1 29. **Critical Incident Stress Debriefing:** The Employer shall provide employees
2 critical incident stress debriefing (CISD) when job-related incidents occur that
3 warrant this assistance. CISD will be provided in a manner that is consistent
4 with Workers Compensation laws and regulations.

5
6 30. **Emergency Transportation:** An employee who suffers an on-the-job injury
7 or illness and requires immediate emergency care shall be transported to a
8 treatment facility at no expense to the employee.

9
10 31. **Position Specifications:** Employee position specifications shall be placed on
11 the Employer WEB site. Upon request of an employee or the Union, the
12 Human Resources Department shall provide an employee with a copy of the
13 employee's position specification in a timely manner.

14 15 32. **Training and Education**

16
17 32.1. The Union shall be permitted to appoint one (1) representative to
18 serve on the Employer's Training and Education Committee (TEC). The
19 TEC serves as an advisory committee to the Employer's Director of
20 Human Resources on all employee development matters, including
21 recommending criteria of eligibility and tuition assistance under the
22 Employer's Tuition Assistance program.

23
24 32.2. Employees may access career counseling and guidance and
25 educational leave and tuition assistance through procedures set forth in
26 the Employer's Rules and Regulations.

27 28 33. **Privatization and Contracting Out**

29
30 33.1. If the Employer anticipates the contracting out of Employer services
31 on a permanent basis that have historically been performed by bargaining
32 unit employees, the Employer shall notify the Union President in writing of
33 the Employer's intentions no later than thirty (30) days prior to
34 implementing the anticipated action or when the issue is included in the
35 Mayor's annual budget request.

36
37 33.2. The Union may request to meet and confer with the Employer to
38 discuss the anticipated action prior to implementation. The request shall
39 be granted.

40
41 33.3. Upon request, the Employer shall provide data and other
42 information in the Employer's possession that is related to the anticipated
43 action and that will assist the Union in its development of a response to
44 the Employer's action.

1 33.4. The Union shall be allowed the opportunity to present arguments
2 and data to the Employer to counter the Employer's anticipated action
3 prior to the Employer's anticipated action.

4 33.5. If the Employer decides to issue a request for proposals (RFP) for
5 contracting out the services, the Union shall be provided with a copy at
6 the same time other vendors are provided a copy.
7

8
9 34. **Child Care:** *The parties agree that the UEC shall conduct a study into the*
10 *feasibility of establishing on-site City run child care facilities for the children*
11 *and grand-children of City employees and children living in City employees'*
12 *households.*

13
14 **35. Leaves of Absence**

15 35.1. **Definition:** For purposes of this Article, workday is defined as an
16 eight (8) hour day for those employees whose normal weekly work
17 schedule consists of five (5) eight (8) hour days or a ten (10) hour day for
18 those employees whose normal weekly work schedule consists of four (4)
19 ten (10) hour days. In the case of conflict with language from the
20 Employer's Personnel Rules and Regulations regarding this provision, the
21 language of this subsection will govern.
22

23
24 **35.2. Managerial Leave**

25 35.2.1. Employees who are exempt under FLSA shall be required to
26 perform certain functions regardless how many hours are required to
27 complete assigned tasks. Departments shall use flexible work
28 schedules, when appropriate, to assist these employees. However,
29 *unusual circumstances may occur when an extra demand is placed*
30 *on an employee that requires work involving a substantial number of*
31 *hours that cannot be accommodated through flexible work schedules.*
32

33 35.2.2. When these unusual circumstances occur, a FLSA exempt
34 employee who is required to perform this work in addition to or
35 outside the employee's regular work schedule shall be eligible for
36 paid managerial leave if approved by the department director.
37 Regularly scheduled meetings or assignments outside of the regular
38 workday shall be considered as justification for managerial leave.
39

40 35.2.3. Managerial leave must be used within one (1) calendar year
41 of the award or the balance will be dropped from the employee's
42 leave record.
43
44
45
46

1 35.3. **Leave With Pay:** Requests for paid leave will be submitted for
2 approval on the Request for Leave of Absence Form. Requests shall
3 include any necessary documentation. If an employee is absent from duty
4 without prior authorization, the employee shall notify the employee's
5 immediate supervisor and explain the circumstances of the absence no
6 later than one (1) hour after the regularly scheduled time to report to duty
7 or as required by the department. The proper forms shall be completed as
8 soon as possible upon return to work.

9
10 35.4. **Birthday Leave:** Leave with pay for an employee's birthday
11 is authorized for any employee who is in a pay status. The number of
12 hours of authorized birthday leave will be based on the employee's
13 current approved work schedule at the time the employee takes the
14 leave. If the employee's birthday falls on a normal day off, or at the
15 employee's discretion, the employee may request an alternate day off.
16 This alternate day must be approved at least twenty-four (24) hours in
17 advance and must be taken within one (1) calendar year after the actual
18 birthday. Employees categorized as temporary, seasonal, student or part
19 time working less than twenty (20) hours per week are not eligible for
20 birthday leave.

21
22 **35.5. Vacation Leave**

23
24 35.5.1. Vacation leave will accrue on a biweekly basis from the date
25 of current employment. No vacation leave may be granted before it is
26 accrued. Vacation leave will accrue through December 31 each year
27 and the excess of seventy-eight (78) biweekly accruals will be
28 dropped from the record at the end of the pay period containing
29 December 31 unless the employee is in Early Retirement or has an
30 effective retirement date of 1/1 of the following year. An employee
31 separating from the Employer's employment will be compensated for
32 the balance of their unused vacation computed to the date of
33 separation. When a legal holiday, which would have been a regular
34 workday for the employee, occurs during vacation, it shall not be
35 charged as vacation leave but as a holiday.

36
37 35.5.2. In the event an employee exhausts their paid vacation leave
38 during a pay period the accruals must be prorated based on the
39 number of paid hours during the pay period. Part-time employees
40 working twenty (20) hours or more per week will receive vacation
41 leave on a prorated basis. Employees categorized as temporary,
42 seasonal, student or part time working less than twenty (20) hours
43 per week are not eligible for vacation leave.
44
45

1 35.5.3. Scheduling Vacation Leave: Vacation leave must be
2 approved at least twenty-four (24) hours in advance of the time it is
3 taken unless specified otherwise by the department director in order
4 to accommodate the particular staffing needs of their departments.
5

6 35.5.4. Vacation Accrual Rate
7

<u>Continuous Service</u>	<u>Regular Workweek</u>	<u>Accrual Per Bi-weekly</u>	<u>Accrual Per Year</u>
0 to 4 years	40 hours	3.85 hours	100 hours
5 to 9 years	40 hours	4.62 hours	120 hours
10 to 14 years	40 hours	5.54 hours	144 hours
15 years and more	40 hours	6.16 hours	

8 35.6. Sick Leave
9

10 35.6.1. Employees working a forty (40) hour workweek shall accrue
11 sick leave at the rate of 3.70 hours biweekly up to a maximum of
12 1,200 hours. No sick leave may be granted before it is accrued.
13

14 35.6.2. In the event an employee exhausts their paid sick leave
15 during a pay period the accruals must be prorated based on the
16 number of paid hours during the pay period.
17

18 35.6.3. Provided the employee has an accrued sick leave balance,
19 sick leave may be granted for absence from duty because of personal
20 illness, illness of a spouse, domestic partner, son, daughter, or parent
21 as these terms are defined in Section 401.11, L. of the Personnel
22 Rules and Regulations. Personal illness is defined to include
23 scheduled doctor's appointments for health examination, evaluation
24 and/or treatment. Doctor's appointments may require documentation.
25 Hours worked in addition to the regularly scheduled workweek will not
26 entitle the employee to additional sick leave benefits.
27

28 35.6.4. Part-time employees working twenty (20) hours or more per
29 workweek will receive sick leave on a prorated basis. Employees
30 categorized as temporary, seasonal, student or part time working less
31 than twenty (20) hours per week are not eligible for sick leave.
32
33
34

1 35.6.5. Certification of Sick Leave: Employees absent from work
2 where such absence is chargeable to sick leave, may be required to
3 provide their supervisor with a doctor's statement certifying the
4 absence from work was due to illness or injury and the employee is
5 now able to perform the essential functions of the job. Any employee
6 taking sick leave shall, upon returning to work, complete a Request
7 for Leave form, indicating the type of sick leave claimed and the
8 dates of absence.

9 35.6.6. Employees who make a false claim for sick leave, sign a
10 certificate/statement containing a false statement, refuse to be
11 examined by a doctor selected by the Employer, or fails to cooperate
12 in any investigation by the Employer of their claim for sick leave shall
13 not be entitled to any leave with pay for the time in dispute. Such
14 actions are considered just cause for disciplinary action up to and
15 including termination.

16 35.6.7. Sick Leave Clearance: Employees returning after five (5) or
17 more consecutive workdays of sick leave must submit to the Human
18 Resources Department a release from their personal physician. The
19 Human Resources Department will then refer the employee to the
20 Employer Clinic for a return to work clearance and certification that
21 the employee is able to perform the essential functions of the job.
22 However, nothing will prohibit a supervisor from requesting a sick
23 leave clearance from employees returning for a period of less than
24 five (5) consecutive workdays of sick leave.

25 35.6.8. Sick Leave Conversion: The maximum sick leave
26 accumulation for classified employees will be 1,200 hours for a forty
27 (40) hours workweek or a prorated amount for a regular workweek
28 other than forty (40) hours unless otherwise specified by this
29 Agreement.
30

31 35.6.9. Employees who have reached the specified accumulation
32 levels listed below may exercise one of the available options. The
33 option to convert sick leave will be offered only in November of each
34 year. Employees electing to not convert sick leave will continue to
35 accrue sick leave up to the maximum of 1200 hours.

36 35.6.10. The following conversion formula will be used to convert
37 accumulated sick leave unless otherwise specified in a collective
38 bargaining agreement:

39 35.6.11. Sick leave accumulation over 500 hours may be converted
40 at:
41

42 35.6.11.1. Three (3) hours of sick leave to one (1) hour of vacation, or
43
44

1 35.6.11.2. Three (3) hours of sick leave to one (1) hour cash payment.

2
3 35.6.12. Sick leave accumulation over 850 hours may be converted
4 at:

5 35.6.12.1. Two (2) hours of sick leave to one (1) hour of vacation, or

6 35.6.12.2. Two (2) hours of sick leave to one (1) hour cash payment.

7
8 35.6.13. Sick leave over 1,200 hours must be converted at:

9
10 35.6.13.1. Three (3) hours of sick leave to two (2) hours of vacation, or

11
12 35.6.13.2. Three (3) hours of sick leave to two (2) hours cash payment.

13
14 35.7. Sick Leave Conversion at Retirement

15
16 35.7.1. An employee may convert 100% of accumulated sick leave
17 to be applied to early retirement leave immediately prior to the
18 effective date of retirement. Refer to Section 403.10 of the Personnel
19 Rules and Regulations.

20
21 35.7.2. Employees may convert 100% of both sick and vacation
22 leave accumulation to cash payment at the time of retirement.

23
24 35.8. Sick Leave Conversion at Termination

25
26 35.8.1. An employee who has an accumulation of sick leave of
27 between 500 hours and the maximum accrual will, upon termination
28 of employment, be allowed to convert accumulated sick leave in
29 excess of 500 hours on the basis of three (3) hours of sick leave to
30 one (1) hour of cash payment. This applies regardless of the option
31 the employee selects in November of each year.

32
33 35.8.2. This benefit does not apply to employees terminated for
34 cause. Employees terminated for cause will not be allowed to
35 convert their accrued sick leave to cash payment.

36
37 35.9. Sick Leave Death Benefit: Upon the death of a City employee, the City
38 will pay cash to the designated beneficiary (as identified in the City's life
39 insurance policy) for sick leave accrued by the employee. The employee must be
40 in an employment status that authorizes the accrual of sick leave benefits.

41
42 35.10. Donation of Sick/Vacation Leave

43
44 35.10.1. Donation of sick/vacation leave is designed to assist
45 employees with a minimum of two (2) years continuous service who
46 have exhausted all accrued leave and who have no other paid leave

1 options available. This leave may be granted only in the event of a
2 long-term catastrophic or life-threatening illness or injury to the
3 employee, the employee's spouse, domestic partner, child or parent.
4 Only an employee whose exceptional performance has been
5 established shall be eligible to request leave donations under this
6 program.

7
8 35.10.2. Eligibility for Donated Leave: Employees with a minimum of
9 two (2) years service are eligible to request donated leave. To
10 request donated leave, an employee must have exhausted all
11 accrued leave and have no other paid leave options available.

12
13 35.10.3. Leave donations will be granted only in case of a long-term
14 catastrophic or life threatening illness or injury to the employee, the
15 employee's spouse, domestic partner, child or parent. Employees
16 must demonstrate exceptional performance.

17 35.10.4. An employee must not have received donated leave, injury
18 time or hardship leave in the twelve (12) months preceding the
19 request.

20
21 35.10.5. A joint Sick Leave Donation Task Force composed of two (2)
22 Union appointees and two (2) City employees appointed by the
23 Employer shall review requests and submit decisions to the
24 Employer's Human Resources Director for implementation.

25
26 35.10.6. Procedure for Donated Leave: An eligible employee may
27 request a donation of leave by submitting an application to the
28 department director which shall include the following:

29
30 35.10.6.1. The name, social security number and rate of pay of the
31 proposed leave recipient;

32
33 35.10.6.2. A description of the long-term catastrophic or life threatening
34 illness which has prompted the request for donation of
35 sick/vacation leave to include a medical statement including the
36 diagnosis, prognosis, required treatment and anticipated return
37 to work date;

38
39 35.10.6.3. The anticipated amount of donated leave the recipient will
40 require; and

41
42 35.10.6.4. Any other information, which may be required by the
43 department director or the Task Force to make a determination
44 regarding the request.
45
46

1
2
3 35.10.6.5. The department director will review the request and
4 determine whether the requesting employee meets the eligibility
5 criteria. The department director will submit the application for
6 leave donation to the Task Force for approval.

7
8 35.10.6.6. The Task Force will review the request and ensure the
9 request is supported with a medical determination regarding the
10 long-term catastrophic or life-threatening situation. If approved,
11 leave donations will first be solicited for a period of two (2) weeks
12 within the department of the affected employee.

13
14 35.10.6.7. If insufficient leave is donated within the employee's
15 department, the department director and/or the Task Force will
16 request the Human Resources Department recommend to the
17 Chief Administrative Officer that donations be solicited citywide.
18 If approved by the Chief Administrative Officer, leave donations
19 may be solicited from other departments for a period of two (2)
20 weeks.

21
22 35.10.7. The department director will coordinate, with the Payroll
23 Section of the Department of Finance and Administrative Services,
24 the transfer of donated hours provided that employees donating
25 vacation have a sufficient number of accrued hours at the time of
26 transfer. Donated sick leave will be converted in accordance with the
27 sick leave conversion formula provided for in Section 401.4 C of the
28 regulations before transferring hours to the recipient.

29
30
31 35.10.8. Conditions of Donated Leave

32
33 35.10.8.1. Donated leave will be converted to a dollar value and then
34 converted to hours based on the recipient's hourly rate.

35
36 35.10.8.2. Donated leave must be charged to FMLA leave if the
37 recipient has not exhausted the twelve (12) weeks FMLA
38 entitlement.

39
40 35.10.8.3. Donated leave may be requested only one (1) time during a
41 twelve (12) month period.

42
43 35.10.8.4. Recipients of donated leave are responsible for notifying
44 their department director and the Employer Payroll Section of
45 any change in status requiring the termination of donated leave
46 status.

1
2 35.10.9. The leave recipient will not accrue vacation or sick leave
3 while on donated leave status.

4
5 35.10.10. No new enrollments or increases will be allowed to a
6 deferred compensation account while an employee is on donated
7 leave.

8
9 35.10.11. Once an employee returns to work from donated leave,
10 either full time or part-time, all remaining donated hours will be
11 reinstated to the donating employee(s) on a pro-rated basis.

12
13 35.10.12. Departments are responsible for ensuring that all
14 relevant auditing and accounting procedures are followed.

15
16 35.10.13. Provisions regarding the confidentiality of medical
17 records and information shall govern. Posted solicitation for donated
18 leave will ensure the privacy of medical information. Disclosure of
19 such information may be made only with the express written consent
20 of the affected employee.

21
22 35.10.14. Donated leave will not be granted as an extension of
23 leave without pay of more than two (2) weeks, injury time or hardship
24 leave. Donation of sick/vacation leave is strictly voluntary. Denial of a
25 request to solicit donated leave is not grievable.

26
27 35.11. **Bereavement Leave:** A maximum of three (3) days sick leave may
28 be used in case of death in the employee, spouse, or domestic partner's
29 immediate family. An additional day may be granted for every 500 miles
30 travel one-way from Albuquerque required to attend funeral services.
31 Leave will be charged to sick emergency and proof of death may be
32 required. For purposes of this section immediate family is defined as
33 spouse, child, stepchild, parent, stepparent, mother-in-law, father-in-law,
34 brother, sister, grandparent, grandchild or any individual for whom the
35 employee is a court appointed legal guardian. It also includes a domestic
36 partner and the child, stepchild, parent, stepparent, brother, sister,
37 grandparent or grandchild of the domestic partner.

38
39 35.12. **Hardship Leave:**

40
41 35.12.1. Department directors shall submit requests for hardship
42 leave to the Human Resources Department on behalf of their
43 employees. The Director of Human Resources will forward the
44 request to the Chief Administrative Officer with a recommendation
45 regarding approval. Leave with pay may be granted for a period not
46 to exceed six (6) calendar months to classified and unclassified

1 employees having at least five (5) years of continuous service and
2 twelve (12) calendar months to classified and unclassified employees
3 having at least ten (10) years continuous service upon demonstration
4 of extreme hardship due to a life threatening personal injury or
5 sickness of the employee. Part-time employees working twenty (20)
6 hours or more will receive benefits on a prorated basis. Employees
7 on hardship leave status will not accrue sick and vacation leave.

8
9 35.12.2. This leave may be granted only after all other paid leave has
10 been exhausted and only if the employee is not eligible for disability
11 or retirement benefits under PERA or Social Security. The employee
12 must provide written documentation from PERA or the Social Security
13 Administration documenting the denial of benefits. Hardship leave
14 must be reported as FMLA unless the twelve (12) week entitlement
15 has already been exhausted. The period of hardship leave ends
16 when the employee returns to work either full time or part-time. Any
17 additional requests for hardship leave must be submitted as a new
18 request. Hardship leave may not be granted as an extension of
19 donated leave. Only an employee whose exceptional performance
20 has been certified by the department director is eligible for this leave.

21
22 35.12.3. Denial of a request for hardship leave is not grievable.

23
24 35.13. **Educational Leave:** If an employee is participating in a program
25 leading towards a degree or certificate that is approved by the Training
26 and education Committee, the employee's department director may grant
27 educational leave not to exceed four (4) hours per week for a full-time
28 employee in accordance with the Employer's Rules and Regulations.
29 Applications for this leave shall be submitted directly to the Educational
30 leave and Tuition Assistance Program Coordinator. The Coordinator shall
31 submit the application to the department director. If the director denies the
32 request, the director shall submit written reasons for the rejection to the
33 employee.

34
35 **35.14. Injury Time**

36
37 35.14.1. In addition to other employee benefits, employees are
38 eligible to receive injury time benefits subject to the limitations
39 provided in this section.

40
41 35.14.2. Employees who are injured or who suffer an occupational
42 disease in the performance of their duties are eligible for injury time
43 payments the day after the injury (which includes the seven (7) day
44 waiting period required by the Workers Compensation Act) and under
45 all of the following conditions:
46

- 1 35.14.2.1. The employee is receiving Workers' Compensation
2 wage loss (temporary total disability) benefits;
3
4 35.14.2.2. The employee is receiving health care services
5 (treatment) from the health care provider selected by the
6 Employer;
7
8 35.14.2.3. The health care provider selected by the City certifies the
9 employee is unable to perform the essential functions of the job
10 or that the employee can perform tasks within the Light Duty
11 program; and
12
13 35.14.2.4. The employee has been temporarily assigned to a
14 light duty function as a result of sustaining a compensable job
15 injury or illness.
16
17 35.14.2.5. Injury time payments shall not be paid after the death of an
18 employee.
19
20 35.14.3. Payments to the employee will include the Workers
21 Compensation wage loss benefit and the injury time payments
22 provided by the City, which combined, may not exceed the
23 employee's regular wages (gross less statutory deductions). Injury
24 time shall be used only as a supplement payment to Workers'
25 Compensation wage loss (temporary total disability) benefits or
26 temporary light duty assignments.
27
28 35.14.4. The Chief Administrative Officer may withhold injury time
29 benefits to any employee for good and sufficient reason.
30
31 35.14.5. Injury time benefits will be allowed for any on-the-job injury
32 including, multiple injuries from the same accident, prior injury,
33 recurrence or aggravation of an injury or occupational disease.
34
35 35.14.6. Injury time benefits will be allowed for up to and including,
36 but not to exceed 960 hours for the standard forty (40) hour
37 workweek or 1,344 hours for a fifty-six (56) hour workweek. Multiple
38 injuries from the same accident will be subject to a maximum of 960
39 hours. Initial and subsequent injuries to the same body part or
40 function will be subject to a maximum of 960 hours regardless of the
41 number of subsequent events.
42
43 35.14.7. A prior injury is any injury suffered by the employee as a
44 result of a previous accident, illness or injury to one or more body
45 parts.
46

1 35.14.8. An employee shall be charged injury time on the basis of
2 their current approved schedule for each workday. Such time
3 including light duty shall not exceed the maximum hours in their
4 regular workweek. If the employee has a regular workweek of other
5 than forty (40) hours, or a regular workday of other than eight (8)
6 hours, the injury time charged and the maximum hours of injury time
7 shall be prorated.
8

9
10 35.14.9. Upon exhaustion of injury time, sick leave may be used to
11 supplement Workers' Compensation wage loss (temporary total
12 disability) benefits. If sick leave is used to supplement Workers'
13 Compensation wage loss (temporary total disability) benefits, it shall
14 be charged on the basis of the number of hours in their current
15 approved schedule for each workday, not to exceed forty (40) hours
16 in a workweek. If the employee's regular workweek is other than forty
17 (40) hours the sick leave charge shall be prorated.
18

19 35.14.10. Upon the denial or exhaustion of injury time and the
20 exhaustion of sick leave, all accrued vacation hours will be paid in a
21 lump sum and the employee transferred to physical layoff.
22

23
24 35.14.11. If an employee has a disability as defined by the Americans
25 with Disabilities Act (ADA), consideration will be given as to whether
26 a reasonable accommodation can be made prior to transferring to
27 physical layoff.
28

29 35.14.12. The receipt by the employee of injury time payments from
30 the Employer shall operate as an assignment to the Employer against
31 any amount collected through a settlement or court action by the
32 employee against a third party causing the injury or disease. The City
33 may proceed against a third party in its own name to collect
34 reimbursement of injury time payments. The failure of any employee
35 to cooperate with the Employer in any legal or other action is
36 considered just cause for disciplinary action up to and including
37 termination.
38

39 35.14.13. Employees on a temporary Light Duty assignment
40 working twenty (20) hours or more per week will be eligible for sick
41 and vacation accruals on a prorated basis.
42

43 35.14.14. Authorized absences for employees while on Light
44 Duty will be charged to the appropriate leave category. Such
45 absences will not be charged to Light Duty/Injury time.

1 35.14.15. Employees on injury time, excluding Light Duty, will
2 not earn service credit towards retirement through PERA.

3 35.14.16. Injury time, excluding Light Duty, will be charged to
4 FMLA.
5

6 35.14.17. Employees who are on injury time status for more
7 than two full pay periods, excluding light duty assignments of twenty
8 (20) hours or more per week, shall not accrue sick or vacation leave.
9

10 35.14.18. Employees categorized as temporary, seasonal, student or
11 part-time working less than twenty (20) hours per workweek, are not
12 eligible for injury time benefits.
13

14 35.14.19. A decision to withhold injury time payments to any employee
15 is not grievable.
16

17 35.15. **Leave to Vote:**
18

19 35.15.1. Employees will be granted leave to vote in accordance with
20 New Mexico law. Department directors should schedule time taken
21 to vote so that offices remain open during normal working hours and
22 the work of the department is affected as little as possible.
23 Departments will not grant time off with pay to any employee whose
24 normal workday begins more than two (2) hours after the opening of
25 the polls, or ends more than three (3) hours prior to the closing of the
26 polls. Time taken off for voting can be used for no other purpose.
27

28 35.15.2. Department directors must grant this time off for voting if
29 requested by employees registered to vote. Proof of registration and
30 eligibility may be required.
31

32 35.15.3. Abuse of this time is considered just cause for disciplinary
33 action up to and including termination.
34

35 35.16. **Military Leave**
36

37 35.16.1. The Employer grants military leave with pay to employees
38 who are members of the National Guard, Air National Guard or any
39 organized reserve unit of the Armed Forces of the United States,
40 including the Public Health Service, to participate in annual training.
41 The Employer also grants military leave to employees who are
42 members of unorganized reserve components, as sanctioned by the
43 State of New Mexico or the Federal Government for the purpose of
44 attending organized courses of instruction or training. Employees
45

1 called to active duty in emergencies declared by the Governor or the
2 President will receive military leave with pay.

3
4 35.16.2. Military leave for these purposes will not exceed fifteen (15)
5 workdays in each federal fiscal year, October 1 - September 30. A
6 workday is considered eight (8) hours for purposes of military leave.
7 This leave is in addition to other authorized leave, when an employee
8 is ordered to active duty training with such units. Employees working
9 part-time will receive military leave on a prorated basis. Once the
10 fifteen (15) workday period is used, the employee is on leave without
11 pay for the remainder of the absence. Military leave is paid at the
12 employee's straight-time rate of pay for a forty (40) hour workweek.
13 Time in active duty status with the military will not count toward
14 completion of probation.

15
16
17 35.16.3. Military Leave without Pay: The Employer shall grant
18 military leave of absence as required by Federal law to employees
19 who are required to serve on active duty as part of a Reserve or
20 ROTC obligation or who voluntarily enlist for military service. Military
21 leave for these purposes and any other purpose not specified in
22 402.2.A is leave without pay. Military leave without pay is limited to a
23 cumulative five (5) years during the course of the employee's
24 employment. Any single period of leave is limited to the period of the
25 tour of duty plus the time allowed by law for the employee to request
26 reinstatement to employment. Employees may choose to use
27 accrued vacation for part of the leave.

28
29 35.16.4. Request for Military Leave: To request a military leave
30 of absence, the employee or his or her designated representative
31 must attach a copy of the orders to a written request for military
32 leave. In the event official orders are not issued the employee will be
33 required to provide verification of attendance from their commander.
34 All requests must be approved by the Human Resources Director.

35
36 35.17. Jury Duty: Employees who are called to serve on jury duty
37 during normal work hours shall be paid at their regular pay for the time
38 served as a juror. Employees shall reimburse the Employer for all
39 compensation received for such service performed during normal work
40 hours. Employees are responsible for notifying their supervisor of jury
41 duty as soon as possible. Supervisors should adjust the employee's work
42 schedule to Monday through Friday, 8:00 am to 5:00 pm, to
43 accommodate the required jury duty.
44
45
46

1 35.18. **Blood Donation leave:** An employee donating blood during an
2 organized Employer sponsored blood drive will receive two (2) hours
3 leave with pay for donating blood. Employees shall be required to obtain
4 prior approval of their immediate supervisors for the leave through the
5 submittal of a Request for Leave of Absence form accompanied by the
6 donation certificate.

7
8 **35.19. Administrative Leave**

9
10 35.19.1. Chief Administrative Officer approval must be obtained prior
11 to placing an employee on administrative leave.

12
13 35.19.2. Administrative leave with pay may be authorized for a loaned
14 executive. A written request for a loaned executive must be
15 submitted to the Chief Administrative Officer, which includes the
16 period of time, direct benefit to the Employer, and the specialty or
17 expertise requested. The Employer will negotiate the terms and
18 conditions of the loaned executive including salaries, benefits and
19 operating expenses.

20
21 35.19.3. Requests for a loaned executive will be for a period not to
22 exceed six (6) months, however the Chief Administrative Officer may
23 extend the term under exceptional circumstances. The loaned
24 executive will prepare and submit a report of accomplishment to the
25 Chief Administrative Officer and department director upon completion
26 of the assignment.

27
28 35.19.4. Administrative leave with pay may be authorized by the
29 Chief Administrative Officer for services or activities of employees
30 outside the scope of their employment, which can reasonably be
31 anticipated, directly or indirectly, to benefit the Employer. Such leave
32 will not exceed eighty (80) hours.

33
34 35.19.5. An employee may be placed in administrative leave status
35 during the period of an investigation. Such leave may be given with
36 or without pay for good and sufficient reason that the Chief
37 Administrative Officer considers to be in the best interest of the
38 Employer's service. Administrative leave during an investigation shall
39 be limited to thirty (30) workdays. Administrative leave in excess of
40 fifteen (15) workdays shall require approval by a committee
41 composed of the Director of the Human Resources Department, the
42 Director of the Office of Employee Relations and the City Attorney or
43 their designees. During this period of time, the Chief Administrative
44 Officer may assign the employee duties and responsibilities that are
45 of benefit to the Employer.
46

1 35.20. **Family and Medical leave (FMLA):** Family and medical leave
2 (FMLA) shall follow the provisions of the February 1, 2001 City Personnel
3 Rules and Regulations.
4

5 35.21. **Unpaid Leave Status**

6 35.21.1. **Leave of Absence**

7
8 35.21.1.1. Employees may be granted an unpaid leave of absence of
9 up to six (6) months under certain conditions. To be eligible for
10 this benefit, an employee must have twelve (12) months of
11 continuous uninterrupted active employment immediately prior to
12 the effective date of the leave of absence. A leave of absence
13 under this section will not be granted for FMLA qualifying
14 absences. The Chief Administrative Officer must approve
15 requests for a leave of absence for thirty (30) calendar days or
16 more but not exceeding six (6) months. The position of an
17 employee on an approved leave of absence will be held for the
18 employee until the employee's return to work. Vacation and sick
19 leave balances will be held for the employee and will not be
20 cashed out before or during the leave of absence. Employees
21 will not accrue additional sick leave or vacation leave, or any
22 other benefits while on a leave of absence. Employees must pay
23 contributory benefits directly when in an unpaid status.
24 Employees may not withdraw PERA contributions while on a
25 leave of absence.
26

27 35.21.1.2. A leave of absence will only be granted if the department
28 director certifies the department can continue to provide the
29 required services during the employee's absence. Vacation,
30 sick, donated leave or hardship leave may not be used to extend
31 a leave of absence.
32

33 35.21.1.3. Failure to return to work after an approved leave of absence
34 will result in termination. A Leave of Absence will not count as
35 service credit for PERA retirement purposes. Employees
36 categorized as temporary, seasonal, student or part-time
37 employees working less than twenty (20) hours per week are not
38 eligible for a leave of absence.
39

40 35.22. **Leave Without Pay**

41 35.22.1. An employee may be granted leave without pay under
42 certain conditions. Requests for leave without pay of up to two (2)
43 calendar weeks may be approved by the department director. The
44
45

1 Chief Administrative Officer must approve requests for more than two
2 (2) calendar weeks but not exceeding twelve (12) months.

3
4 35.22.2. Employee may be granted leave without pay due to sickness
5 or disability when certified by a qualified doctor of medicine, to attend
6 school when it is clearly demonstrated the subject matter is directly
7 job related, for additional vacation time or for good and sufficient
8 reason which the Chief Administrative Officer considers to be in the
9 best interest of the City.

10
11 35.22.3. Except under unusual circumstances, voluntary separation
12 to accept employment outside the City service shall be considered
13 insufficient reason for granting leave without pay. Employees may
14 not be granted leave without pay as an extension of physical layoff.

15
16 35.22.4. Employees must exhaust all accrued vacation and other paid
17 leave, with the exception of sick leave prior to receiving approval for
18 leave without pay. If the request for leave without pay is related to a
19 health or medical condition then all accrued sick leave must also be
20 exhausted prior to receiving approval for leave without pay.

21
22 35.22.5. Positions will not be held open for employees that are
23 granted leave without pay for more than thirty (30) days. It will be the
24 employee's responsibility to contact the Human Resources
25 Department no later than thirty (30) days prior to the end of the leave
26 without pay period in order to allow sufficient time to locate an equal
27 or lesser position, if possible.

28
29 35.22.6. The Human Resources Department will attempt to locate a
30 position of equal or lesser grade or comparable pay to the
31 employee's previous position.

32
33 35.22.7. Employees on leave without pay for eight (8) hours or more
34 per pay period will not accrue sick or vacation leave or any other
35 benefits. Employees must directly pay full contributory benefits when
36 in an unpaid status for one (1) full pay period. Leave without pay will
37 not count as service credit for PERA retirement purposes.

38
39 35.22.8. Leave without pay granted to a probationary employee is
40 limited to sixty (60) calendar days and will result in the extension of
41 the probationary period for an equal period.

42
43 35.22.9. An employee who fails to contact the Human Resources
44 Department no later than thirty (30) days prior to the end of the leave
45 without pay period or who refuses to accept an offer of placement into
46 a position of equal pay or comparable grade will be terminated.

1 35.22.10. Absence Without Authorized Leave: An employee
2 who is absent from work without prior approval of the supervisor will
3 be considered absent without authorized leave. Such leave will be
4 subject to disciplinary action up to and including termination.
5

6 36. Benefits

7
8 36.1. The Employer shall assume insurance premium costs for
9 employees in accordance with the following schedule:

10
11 36.1.1. The Employer shall assume 80% of the group health and
12 dental insurance programs.

13 36.1.2. The Employer shall assume 100% of the group life insurance
14 program.

15 36.1.3. The employee shall assume 100% of the Optional
16 Supplemental Life Insurance premium.

17
18 36.2. Union Representation on ad hoc Insurance Committee: If at any
19 time during the term of this Agreement any medical or insurance
20 coverages change as a result of issuing a Request for Proposal (RFP), a
21 Union representative shall participate on the ad hoc evaluation
22 committee(s) selecting the provider(s).
23

24 36.3. Insurance

25
26 36.3.1. *Group Life, Optional Supplemental Life, Health and Dental*
27 Insurances shall be offered to employees in accordance with the
28 following:

29
30 36.3.1.1. **Group Life Insurance:** Employees hired into classified or
31 unclassified positions working twenty (20) hours or more per
32 week, receive life insurance protection effective the date of hire
33 at no cost to the employee. The amount of protection is
34 determined according to the employee's basic annual earnings.
35 Protection will be adjusted annually, if necessary, to correspond
36 to pay rate changes. Upon terminating the group life insurance
37 will cease on the last day of employment. Upon retirement an
38 employee will continue to be covered by the Employer's plan at
39 no cost to the employee. Coverage will be one-half of the
40 coverage reflected on the most recent annual life insurance
41 adjustment report immediately prior to retirement. Employees
42 categorized as temporary, seasonal, student or part-time working
43 less than twenty (20) hours per week are not eligible to
44 participate in the Group Life Insurance programs.
45

1 36.3.1.2. **Supplemental Life Insurance:** Employees working twenty
2 (20) hours or more per week, their spouses and dependent
3 children may participate in supplemental life insurance program
4 offered by the City. Spouse, domestic partner and dependents
5 are eligible to be included on the same date the employee
6 becomes insured, within thirty-one (31) days of the date the
7 employee acquires an eligible dependent, during the annual
8 open enrollment period or upon a qualifying event. Other
9 enrollments or changes may be made at any time. However
10 they are subject to approval by the insurance company
11 underwriter. The total premium cost is the responsibility of the
12 employee with no contribution by the Employer.

13
14 36.3.1.3. Supplemental life insurance will continue through the end of
15 the pay period in which the employee terminated. Conversion
16 may be made to an individual policy when City employment
17 ceases.

18
19 36.3.1.4. Employees categorized as temporary, seasonal, student or
20 part-time working less than twenty (20) hours per week are not
21 eligible to participate in the Supplemental Life Insurance
22 programs.

23
24 36.3.1.5. Health and Dental Insurance

25
26 36.3.1.5.1. *Employees in classified or unclassified positions*
27 *working twenty (20) hours or more per week are eligible for*
28 *health and dental insurance. Employees may enroll without*
29 *a medical examination within thirty-one (31) days of the date*
30 *on which employment begins or during the annual open*
31 *enrollment period.*

32
33 36.3.1.5.2. Coverage begins on the first day of the pay period
34 immediately following submittal of enrollment documents
35 when enrollment forms are submitted within the thirty-one
36 (31) day eligibility period but after the first day at work. If
37 new hires elect to submit the enrollment forms before their
38 first day of work, coverage may then begin on the first day
39 of work. Spouse, domestic partner and dependents are
40 eligible to be included on the same date the employee
41 becomes insured, within thirty-one (31) days of the date the
42 employee acquires an eligible dependent, during the annual
43 open enrollment period or upon a qualifying event. All
44 information recorded by the insured on the City enrollment
45 form is subject to verification. The Employer and the
46 employee share the cost of contributory premiums. The

1 Employer retains the right to modify the plan of benefits or
2 premium structure during annual renewal negotiations.

3
4 36.3.1.6. Employees are required to notify the Employer's Insurance
5 and Benefits Office of a divorce, legal separation or changes in
6 status of a dependent child within thirty (30) days after the date
7 of the event. Failure to provide notification will result in
8 cancellation of benefit coverage for dependents.

9
10 36.3.1.7. Under the Health Insurance Portability and Accountability
11 Act (HIPPA) an employee may enroll within thirty-one (31) days
12 of the date the employee marries or acquires a child through
13 birth or adoption.

14
15 36.3.1.8. Employees categorized as temporary, seasonal, student,
16 intern, or part-time working less than twenty (20) hours per week
17 are not eligible to participate in the Group health or dental
18 Insurance programs.

19
20 36.3.2. **Reinstated Employees:** Employees reinstated, as the result
21 of an administrative or judicial action must contact the Employer's
22 Insurance Office within thirty-one (31) days of reinstatement to
23 arrange for health care benefits if there was participation prior to
24 cancellation of benefits. Documentation authorizing the
25 reinstatement must be provided to the Employer's Insurance Office at
26 the time of enrollment.

27
28 36.3.3. **Loss of Non-City Sponsored Health Care Coverage:**
29 Employees working twenty (20) hours or more per week and/or
30 eligible dependents covered under a non-Employer sponsored health
31 care plan that is terminated through no fault of the insured may enroll
32 under a Employer health care plan within thirty-one (31) days of
33 termination of prior coverage. Employees must submit proof of prior
34 coverage and proof of termination of coverage.

35
36 36.3.4. **Payment of Insurance During Leave Without Pay:**
37 Employees in an unpaid status for one (1) full pay period or longer
38 must make arrangements for direct payment of contributory insurance
39 benefits. Failure by employees to make direct payments will result in
40 cancellation of optional contributory insurance coverage. Employees
41 will not be allowed to re-enroll until the next open enrollment period.

42
43 36.3.5. **Payment of Insurance While on Military Leave:** The
44 Employer will continue to contribute its share of insurance premiums
45 for the first thirty (30) days of military leave without pay. After that, an
46 employee may choose to continue Employer health insurance for up

1 to eighteen (18) months by making direct payments of the entire
2 premium. Upon reinstatement after tour of duty, employees are
3 permitted to re-enroll.

4 5 **36.3.6. Continuation of Health Insurance**

6
7 36.3.6.1. The Consolidated Omnibus Budget Reconciliation Act
8 (COBRA) of 1986 provides for the continuation of health care
9 coverage for a covered employee and covered dependents due
10 to a qualifying event that causes loss of health coverage.

11
12 36.3.6.2. To be eligible for COBRA coverage, the qualified beneficiary
13 must be enrolled in the Employer's group health plan on the day
14 before the qualifying event takes place, or a child is born to or
15 placed for adoption with a covered employee during the COBRA
16 coverage period.

17
18 36.3.6.3. A qualifying event is defined as termination of employment
19 (other than for gross misconduct) or reduction in hours of
20 employment; death of a covered employee, a divorce or legal
21 separation of a spouse from a covered employee; entitlement to
22 Medicare of a covered employee; the child no longer satisfies the
23 plan's definition of a dependent child.

24
25 36.3.6.4. COBRA continuation coverage may be available for eighteen
26 (18) months in the event of termination or thirty six (36) months
27 in the event of death, divorce/legal separation, entitlement to
28 Medicare or loss in dependent status.

29
30 36.3.6.5. The covered employee or dependent is required to notify the
31 Employer's Human Resources Department, Insurance and
32 Benefits Office of a divorce, legal separation, or change in the
33 status of a dependent child within sixty (60) days after the date of
34 the event. If notification is not received within this time period,
35 COBRA continuation coverage will not be provided.

36 37 38 **37. Incentive Programs:**

39 40 **37.1. Employee Incentive Program**

41
42 37.1.1. The Employer may develop methods of rewarding
43 employees through a reward, bonus, leave with pay or any other form
44 of award or extra compensation, in addition to the regular benefits
45 entitled a classified or unclassified employee, as long as all of the
46 following conditions are met:

1 37.1.1.1. The award results from a pre-existing plan or program
2 authorized by the Chief Administrative Officer which sets up a
3 specific criteria for such extra compensation; and

4 37.1.1.2. Employees render service that is outside of and in
5 addition to the normal requirements and expectations of their
6 employment; and
7

8 37.1.1.3. The Employer reasonably anticipates some tangible
9 or intangible benefit from such service.
10

11 37.1.1.4. At the discretion of the director, departments choosing to
12 implement an employee incentive program shall present to the
13 Chief Administrative Officer a specific plan for approval. These
14 plans shall include, but not be limited to, the following:
15
16

17 37.1.2. The method of selection of awardees, including the
18 composition of selection boards.
19

20 37.1.2.1. The criteria under which employees will be nominated as
21 well as ultimately selected, as awardees.
22

23 37.1.2.2. The suggested frequency with which it is proposed these
24 awards will be given.
25

26 37.1.2.3. The anticipated number of employees who will be
27 honored at a given frequency.
28

29 37.1.2.4. The amount of leave with pay to be granted by the
30 department.
31

32 37.1.2.5. the amount of cash award to be made available to
33 awardees.
34

35 37.1.2.6. The amount of leave with pay and the amount of cash
36 awarded may be up to three (3) days of paid leave and up to
37 \$750 per employee. Programs may offer leave with pay or
38 cash awards or both. Department directors, assistant
39 directors, division and program heads, and others of similar
40 rank are excluded from departmental incentive award
41 programs.
42
43
44
45
46

1
2 37.1.2.7. Upon approval of a department's incentive program, the
3 Chief Administrative Officer will recommend the amount of funds
4 to be budgeted to the department for implementation of the
5 program. Award of any funds beyond the budgeted amount will
6 require the prior approval of the Chief Administrative Officer.

7
8 37.1.2.8. Department directors are responsible for administering these
9 programs to enhance operational performance and productivity.
10 This regulation does not govern programs sponsored by service
11 clubs or similar service groups and pertains solely to the use of
12 City funds as incentives for employees. Departments may grant
13 each individual within a team or group an award based on the
14 above amounts.

15
16 37.1.2.9. Failure to receive an award under this Section is not
17 grievable.

18
19 37.1.3. Sick Leave Incentive Leave

20
21 37.1.3.1. Employees must have been employed with the Employer for
22 six (6) consecutive months in order to participate in the sick
23 leave incentive program as follows:

24
25 37.1.3.2. Employees utilizing zero (0) hours of sick leave for six (6)
26 consecutive months will be awarded eight (8) hours of vacation
27 leave.

28
29 37.1.3.3. Employees utilizing less than or equal to 12.5 percent of
30 accrued sick leave over six (6) consecutive months will be
31 awarded four (4) hours of vacation leave.

32
33 37.1.3.4. Part-time employees transferring to full-time positions within
34 the specified six (6) consecutive month period will receive sick
35 leave incentive as if they had been full-time employees for the
36 entire six (6) month period.

37
38 37.1.3.5. Departments will review sick leave usage twice a year for the
39 periods, July 1 through December 31 and January 1 through
40 June 30.

41
42 37.1.3.6. Employees on injury time are not eligible for incentive leave
43 with the exception of light duty and FMLA.
44
45

1 37.1.3.7. Employees on suspension or administrative leave resulting
2 from a disciplinary action that is sustained through administrative
3 or judicial process will not be eligible for incentive leave.

4 37.1.3.8. Employees utilizing donated leave will not be eligible for
5 incentive leave unless the donated leave was used for FMLA
6 purposes.
7

8 37.1.3.9. Part-time employees working twenty (20) hours or more per
9 week, if eligible, will receive incentive leave on a prorated basis.
10

11 37.1.3.10. This regulation shall be the only means of providing sick
12 leave incentive for City employees.
13

14 37.1.3.11. Employees categorized as temporary, seasonal, student or
15 part-time working less than twenty (20) hours per week are not
16 eligible to participate in the sick leave incentive program.
17

18 37.2. **Early Retirement:** Early Retirement Immediately prior to retirement
19 from active service with the Employer: an employee may take leave with
20 pay equivalent to the amount of sick and vacation leave the employee
21 has accumulated. Employees who are eligible for retirement and are
22 under the provisions of this Agreement will be governed by the provisions
23 of this Agreement. Employees should plan to begin processing for
24 retirement at least six (6) months prior to the projected date of retirement.
25 Any employee eligible to retire within five (5) years may attend the
26 retirement counseling sessions conducted by the Employer. The
27 Employer will disseminate information regarding the session to
28 employees on a periodic basis.
29

30 37.2.1. Employees in Early Retirement are not entitled to salary
31 increases afforded other employees.
32

33 37.2.2. Employees in Early Retirement are entitled to all benefits
34 except vacation and sick leave accruals, donated leave and hardship
35 leave.
36

37 37.3. **Per Diem and Mileage:** The Employer's current policies on per
38 diem and mileage shall continue in effect for all M-Series bargaining unit
39 employees.
40

41 38. Wages

42 38.1. Effective November 17, 2001, each employee shall receive a three
43 percent (3%) wage increase. Each step on the interim salary schedules
44 shall be increased by three percent (3%).
45

- 1 38.2. On the first pay date after the Union's membership ratifies this
2 Agreement, each employee will receive a "signing bonus" of three
3 hundred fifty-five dollars (\$355.00). This compensation shall not be
4 interpreted as an increase in hourly pay for the purposes of calculating
5 overtime pay for non-exempt employees under the Fair Labor Standards
6 Act.
7
8 38.3. Effective December 1, 2001, each employee with twenty (20) or
9 more continuous years service with the Employer shall receive eighty-five
10 dollars (\$85.00) of longevity pay each pay period.
11
12 38.4. Effective June 1, 2002, the Employer shall implement the third
13 phase of the Anderson Study wage adjustments for eligible employees.
14
15 38.5. Effective June 14, 2003, the Employer shall implement the fourth
16 phase of the Anderson Study wage adjustments for eligible employees.
17
18 38.6. The amount of compensation paid to eligible employees under the
19 third and fourth phase of the Anderson Study wage adjustments shall be
20 correspondingly increased to reflect wage increases implemented prior to
21 the implementations.
22
23 38.7. Effective on the last pay period of June 2002, step one (1) of the
24 "M" Series Pay Plan shall be eliminated. Each employee on step one (1)
25 will be moved to step two (2).
26

27 39. Temporary Upgrades:

- 28
29 39.1. Employees shall not be required to perform duties of a higher
30 classification as a regular assignment. However, when a bargaining unit
31 employee is assigned to temporarily work in a higher classified bargaining
32 unit position, the Employer shall select a bargaining unit employee based
33 on qualifications. In cases where qualifications are equal, the determining
34 factor shall be class seniority within section or within division where
35 sections do not exist.
36
37 39.2. The Employer shall compensate the bargaining unit employee
38 temporarily assigned to working at the higher classification at a one (1)
39 step increase per grade increase in addition to all applicable differentials
40 and overtime. An employee may not be upgraded to a position more than
41 two (2) grades higher than the employee's current classification. The
42 upgrade will be paid when the position has been vacant and/or the
43 incumbent is absent for a minimum of forty-five (45) days.
44
45 39.3. The temporary upgrade rate shall be implemented as quickly as
46 possible.

1 39.4. The temporary upgrade shall not exceed ninety (90) calendar days
2 unless extended by mutual agreement of the parties.
3

4 40. Complete Agreement

5
6 40.1. This Agreement relates to the employees of the City of
7 Albuquerque in the designated collective bargaining unit. The parties do
8 hereby acknowledge that this Agreement represents an amicable
9 understanding reached by the parties as the result of negotiations of the
10 parties as provided in the Employer's Labor-Management Relations
11 Ordinance.

12
13 40.2. This Agreement replaces in its entirety any and all previous
14 Agreements and represents the only Agreement of the parties hereto.
15 When any conflicts occur, this Agreement shall govern as provided by the
16 Employer's Labor-Management Relations Ordinance.

17
18 40.3. Under normal circumstances, the Union will be given prior notice of
19 proposed changes in City or department-wide written policies that directly
20 affect bargaining unit employee working conditions. The Union will be
21 given fourteen (14) days from the time of notice to provide input. This
22 input period may or may not delay implementation, but may require
23 revision or cancellation of the originally proposed policy. The parties may
24 agree to extend time limits by mutual consent.

25
26 40.4. The Union will be allowed to provide input through the Office of
27 Employee Relations on all changes in policies, rules and handbooks.

28
29 41. **Savings Clause:** If any part of this agreement is determined by the
30 Employer's Labor-Management Relations Board or a court of competent
31 jurisdiction to be in violation of law, that part of the Agreement shall be
32 considered null and void. All other provisions of the agreement shall remain in
33 full force and effect. If either party wishes to re-negotiate the provision(s)
34 determined to be in violation of law, that party shall notify the other party of its
35 intent to re-open negotiations on that provision(s) only. The parties shall meet
36 in good faith and in a timely manner to re-negotiate the provision(s).

37 38 42. Term of Agreement

39
40 42.1. This Agreement shall become effective on _____ for all
41 purposes unless otherwise provided in this agreement and shall remain in
42 full force and effect through 12:00 midnight on June 30, 2003.
43
44
45
46

1 42.2. The parties agree to re-open negotiations no later than May 1, 2002
2 to negotiate wages and a maximum of three (3) other items identified by
3 each party. Negotiations shall proceed in good faith for a maximum of
4 sixty (60) days. The parties shall recognize the FY '03 and FY '04 costs to
5 implement Phase four (4) of the Anderson Study as part of the City's
6 economic package.

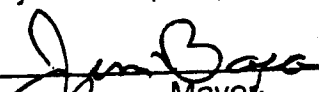
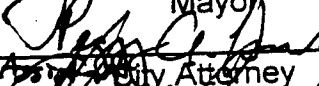
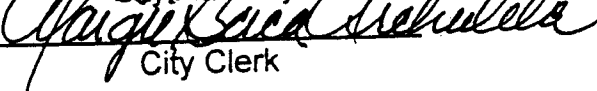
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8 42.3. Either party may open negotiations for a successor agreement in
9 accordance with the Employer's Labor-Management Relations Ordinance
10 provision which requires the initiating party to notify the other party of its
11 intent at least sixty (60) days prior to the expiration of this Agreement.
12

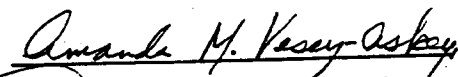
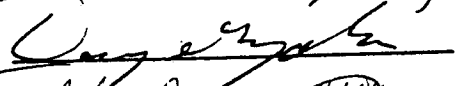
13
14 **43. Signatures:**

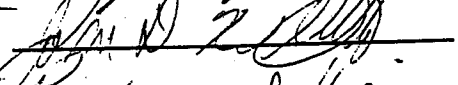
15
16 43.1. IN WITNESS WHEREOF, the parties have entered their names
17 and affixed the signatures of their authorized representatives on this ____
18 day of _____, 200__.

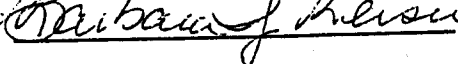
19
20 City of Albuquerque

AFSCME

21 
22 _____
23 Mayor
24 
25 _____
26 Asst. City Attorney
27 
28 _____
29 City Clerk
30
31


Amanda M. Vesey, AFSD






32 **44. MEMORANDUM OF UNDERSTANDING: FLSA COMPLIANCE:**

33
34 44.1. The parties recognize the need for the Employer to maintain
35 objective and current Fair Labor Standards Act (FLSA) overtime eligibility
36 statuses for all bargaining unit positions.

37
38 44.2. The Employer shall conduct a study of all bargaining unit positions
39 to determine which positions need to be classified as "exempt" or non-
40 exempt" for overtime purposes by the FLSA. The study will begin as soon
41 as possible after the commencement of this Agreement.
42
43
44
45

1 44.3. The Employer shall meet and confer with the Union on all aspects
2 of the study. The parties shall use the Union-Employer Committee as the
3 forum for their discussions. The Employer shall hold and save harmless
4 the Union from any liability resulting from any employee's claim that the
5 employee suffered any denial of rights under the FLSA as a result of the
6 Union's meet and confer participation set forth herein.

7
8 44.4. An employee who occupies an exempt position that is re-classified
9 to a non-exempt status shall be eligible for overtime pay in accordance
10 with the FLSA and this Agreement.

11
12 44.5. The Employer shall notify the U.S. Department of Labor (DOL) that
13 the FLSA study is being conducted. The Employer shall ask the DOL to
14 assign a representative to advise the Employer throughout the process.
15